

1 LAUREL I. HANDLEY (NV Bar # 9576)
2 ANTHONY R. SASSI (NV Bar # 12486)
3 Aldridge | Pite, LLP
4 520 South 4th Street, Suite 360
5 Las Vegas, NV 89101
6 Telephone (702) 991-4627
7 Facsimile (702) 685-6342
8 E-Mail: asassi@aldrigepte.com
9
10 Attorneys for Plaintiff
11 FEDERAL NATIONAL MORTGAGE ASSOCIATION
12
13

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 FEDERAL NATIONAL MORTGAGE ASSOCIATION,

17 Plaintiff,

18 v.

19 ERNEST C. ALDRIDGE; CLARENCE
20 MOSES WILLIS; GERI L. MCKINNON;
21 CREATIVE SOLUTIONS 4 U LLC; and
22 DOES 1 through 20, inclusive,

23 Defendants.

24 Case No. 2:15-CV-02366-JCM-GWF

25 **STIPULATION FOR NON-MONETRY JUDGMENT**

26 **STIPULATION FOR NON-MONETRY JUDGMENT**

27 COMES NOW Plaintiff FEDERAL NATIONAL MORTGAGE ASSOCIATION¹
28 (“Fannie Mae”) by and through its Counsel of Record, LAUREL I. HANDLEY, ESQ. and
29 ANTHONY R. SASSI, ESQ. of ALDRIDGE PITE, LLP, and Defendant, CREATIVE
30 SOLUTIONS 4 U, LLC (“CS4U”) by and through its counsel, JARED B. JENNINGS, ESQ. of
31 JENNINGS & FULTON, LTD., and hereby stipulate and agree as follows:
32
33

34
35 ¹ Unless otherwise indicated all references to Federal National Mortgage Association or Fannie
36 Mae in this Stipulation for Judgment are to Plaintiff, the federally chartered, government
37 sponsored enterprise known as Federal National Mortgage Association and also known as Fannie
38 Mae, and not to any other entity using the name “Federal National Mortgage Association,”
39 including, but not limited to, the Nevada entity purportedly created by Defendant, Clarence
40 Moses Willis.

1 **IT IS HEREBY STIPULATED** that Fannie Mae, not CS4U, is the current and true
 2 owner of real property commonly known as 2523 Palma Vista Avenue, Las Vegas, Nevada
 3 89121 (“Palma Vista Property”), which is legally described as:

4 LOT ELEVEN (11) IN BLOCK SEVEN (7) OF FRANCISCO PARK NO. 14,
 5 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 10 OF PLATES, PAGE
 6 36 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,
 7 NEVADA.

8 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae became the owner of the
 9 Palma Vista Property pursuant to a Trustee’s Deed Upon Sale, which was recorded on June 9,
 10 2015 in the Official Records of Clark County, Nevada as Instrument No. 201506090000667.

11 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae has not conveyed,
 12 deeded, or otherwise transferred title to the Palma Vista Property since it obtained title to the
 13 Palma Vista Property.

14 **IT IS HEREBY FURTHER STIPULATED** that a Quitclaim Deed was recorded in the
 15 Official Records of Clark County, Nevada on September 18, 2015, as Instrument
 16 201509180001334 (“Palma Vista Quitclaim Deed”), which purported to convey title to the
 17 Palma Vista Property to “Pastor Earnest C. Aldridge, a Corporate Sole” (“Aldridge”).

18 **IT IS HEREBY FURTHER STIPULATED** that subsequently a Grant, Bargain, Sale
 19 Deed was recorded in the Official Records of Clark County, Nevada on September 25, 2015, as
 20 Instrument No. 201512080003905 (“Palma Vista GBS Deed”) that purported to convey title to
 21 the Palma Vista Property from Aldridge to CS4U.

22 **IT IS HEREBY FURTHER STIPULATED** that Geri McKinnon (“McKinnon”)²,
 23 acting on behalf of CS4U, agreed to acquire the Palma Vista Property from Aldridge, and to that
 24 end CS4U accepted the Palma Vista GBS Deed, based on representation from Willis and
 25 Aldridge to McKinnon that the Palma Vista Quitclaim Deed was valid, that Aldridge held title to
 26 the Palma Vista Property, and that Aldridge could convey title to the Palma Vista Property to
 27 CS4U.

28

 2 Unless otherwise indicated, all references to Geri McKinnon herein are to her in her capacity as
 managing member of CS4U and her actions described herein were taken in such capacity.

1 **IT IS HEREBY FURTHER STIPULATED** that McKinnon subsequently learned that
 2 these representations were false in that Fannie Mae never conveyed or authorized any
 3 conveyance of the Palma Vista Property to Aldridge such that Aldridge never had the right or
 4 authority to convey title to the Palma Vista Property to CS4U.³**IT IS HEREBY FURTHER**
 5 **STIPULATED** that Fannie Mae did not authorize any conveyance of the Palma Vista Property
 6 and further that the Palma Vista Quitclaim Deed was not executed by Fannie Mae or an agent
 7 authorized to act on behalf of Fannie Mae.

8 **IT IS HEREBY FURTHER STIPULATED** that, as a result the Palma Vista Quitclaim
 9 Deed did not convey title to the Palma Vista Property to Aldridge, and Aldridge never obtained
 10 any right, title, or interest in the Palma Vista Property.

11 **IT IS HEREBY FURTHER STIPULATED** that, because title to the Palma Vista
 12 Property was never transferred to Aldridge, the Palma Vista GBS Deed did not convey title to
 13 the Palma Vista Property to CS4U.

14 **IT IS HEREBY FURTHER STIPULATED** that CS4U never obtained any right, title,
 15 or interest in the Palma Vista Property, and it does not now claim an interest of any kind in the
 16 Palma Vista Property.

17 **IT IS HEREBY FURTHER STIPULATED** that the Palma Vista Quitclaim Deed was
 18 invalid and should be declared void *ab initio*, invalid, of no force and effect, and be expunged
 19 from the public record.

20 **IT IS HEREBY FURTHER STIPULATED** that the Palma Vista GBS Deed was
 21 invalid and should be declared void *ab initio*, invalid, of no force and effect, and be expunged
 22 from the public record.

23 **IT IS HEREBY FURTHER STIPULATED** that title to the Palma Vista Property
 24 should be quieted in the name of Federal National Mortgage Association.

25
 26
 27
 28

³ Neither McKinnon nor CS4U are stipulating to having committed fraud or to participating in
 any conspiracy to defraud in regards to any properties or matters addressed herein.

1 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae, not CS4U, is the current
2 and true owner of real property commonly known as 5654 Thunder Spirit Street, Las Vegas,
3 Nevada 89148 (“Thunder Spirit Property”), which is legally described as:

4 LOT 6 OF RUSSELL/GRAND CANYON, AS SHOWN BY MAP THEREOF
5 ON FILE IN BOOK 118 OF PLATES, PAGE 85 IN THE OFFICE OF THE
5 COUNTY RECORDER OF CLARK COUNTY, NEVADA.

6 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae became the owner of the
7 Thunder Spirit Property pursuant to a Trustee’s Deed Upon Sale, which was recorded in the
8 Official Records of Clark County, Nevada as Instrument No. 201508070000314 on August 7,
9 2015.

10 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae has not, conveyed,
11 deeded, or otherwise transferred title to the Thunder Spirit Property since it obtained title to the
12 Thunder Spirit Property.

13 **IT IS HEREBY FURTHER STIPULATED** that a Quitclaim Deed was recorded in the
14 Official Records of Clark County, Nevada on September 8, 2015, as Instrument
15 201509080002087 (“Thunder Spirit Quitclaim Deed”), which purported to convey title to the
16 Thunder Spirit Property to Aldridge.

17 **IT IS HEREBY FURTHER STIPULATED** that a Grant, Bargain, Sale Deed was
18 recorded in the Official Records of Clark County, Nevada on September 18, 2015, as Instrument
19 No. 201509180001381 (“Thunder Spirit GBS Deed”) that purported to convey title to the
20 Thunder Spirit Property from Aldridge to CS4U.

21 **IT IS HEREBY FURTHER STIPULATED** that McKinnon, again acting on behalf of
22 CS4U, agreed to acquire the Thunder Spirit Property from Aldridge, and to that end accepted the
23 Thunder Spirit GBS Deed, based on representation from Willis and Aldridge to McKinnon that
24 the Thunder Spirit Quitclaim Deed was valid, that Aldridge held title to the Thunder Spirit
25 Property, and that Aldridge could convey title to the Thunder Spirit Property to CS4U.

26 **IT IS HEREBY FURTHER STIPULATED** that McKinnon subsequently learned that
27 these representations were false in that Fannie Mae never conveyed or authorized any
28

1 conveyance of the Thunder Spirit Property to Aldridge such that Aldridge never had the right or
2 authority to convey title to the Thunder Spirit Property to CS4U.

3 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae did not authorize any
4 conveyance of the Thunder Spirit Property and further that the Thunder Spirit Quitclaim Deed
5 was not executed by Fannie Mae or an agent authorized to act on behalf of Fannie Mae.

6 **IT IS HEREBY FURTHER STIPULATED** that, as a result the Thunder Spirit
7 Quitclaim Deed did not convey title to the Thunder Spirit Property to Aldridge, and Aldridge
8 never obtained any right, title, or interest in the Thunder Spirit Property.

9 **IT IS HEREBY FURTHER STIPULATED** that, because title to the Thunder Spirit
10 Property was never transferred to Aldridge, the Thunder Spirit GBS Deed did not convey title to
11 the Thunder Spirit Property to CS4U.

12 **IT IS HEREBY FURTHER STIPULATED** that CS4U never obtained any right, title,
13 or interest in the Thunder Spirit Property, and it does not now claim an interest of any kind in the
14 Thunder Spirit Property.

15 **IT IS HEREBY FURTHER STIPULATED** that the Thunder Spirit Quitclaim Deed
16 was invalid and should be declared void *ab initio*, invalid, of no force and effect, and be
17 expunged from the public record.

18 **IT IS HEREBY FURTHER STIPULATED** that the Thunder Spirit GBS Deed was
19 invalid and should be declared void *ab initio*, invalid, of no force and effect, and be expunged
20 from the public record.

21 **IT IS HEREBY FURTHER STIPULATED** that title to the Thunder Spirit Property
22 should be quieted in the name of Federal National Mortgage Association.

23 **IT IS HEREBY FURTHER STIPULATED** that Fannie Mae is not seeking monetary
24 judgment against CS4U.

25 **IT IS HEREBY FURTHER STIPULATED** that judgment should be entered in favor
26 of Fannie Mae and against CS4U with respect to the First and Third Causes of Action
27 (declaratory relief and quiet title respectively) alleged against CS4U in the First Amended
28 Complaint (ECF No. 41), but only to the extent of the stipulations set forth above.

1 **IT IS HEREBY FURTHER STIPULATED** that the remaining causes of action
2 asserted by Fannie Mae against CS4U should be dismissed with prejudice.

3 **IT IS HEREBY FURTHER STIPULATED** that the parties to this stipulation shall bear
4 their own fees and costs as against each other.

5 Dated this 2nd day of July, 2017.

6
7 ALDRIDGE PITE, LLP

JENNINGS & FULTON, LTD

8 /s/ *Anthony R. Sassi*

/s/ *Jared Jennings*

9
10 LAUREL I. HANDLEY
11 ANTHONY R. SASSI
12 Attorneys for Plaintiff
13 FEDERAL NATIONAL MORTGAGE
14 ASSOCIATION

JARED B. JENNINGS
Attorney for Defendant
CREATIVE SOLUTIONS 4 U, LLC

14 ORDER

15 The Court, having considered the Stipulation between FEDERAL NATIONAL
16 MORTGAGE ASSOCIATION⁴ (“Fannie Mae”) and Defendant, CREATIVE SOLUTIONS 4 U,
17 LLC (“CS4U”) and good cause appearing, the Court hereby orders as follows:

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Fannie Mae, not
19 CS4U, is the current and true owner of real property commonly known as 2523 Palma Vista
20 Avenue, Las Vegas, Nevada 89121 (“Palma Vista Property”), which is legally described as:

21 LOT ELEVEN (11) IN BLOCK SEVEN (7) OF FRANCISCO PARK NO. 14,
22 AS SHOWN BY MAP THEREOF ON FILE IN BOOK 10 OF PLATES, PAGE
23 36 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,
24 NEVADA.

25
26

⁴ Unless otherwise indicated, all references to Federal National Mortgage Association or Fannie
27 Mae in this Order are to Plaintiff, the federally chartered, government sponsored enterprise
28 known as Federal National Mortgage Association and also known as Fannie Mae, and not to any
 other entity using the name “Federal National Mortgage Association,” including, but not limited
 to, the Nevada entity purportedly created by Defendant, Clarence Moses Willis.

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Quitclaim
2 Deed recorded in the Official Records of Clark County, Nevada on September 18, 2015 as
3 Instrument 201509180001334, which purported to convey title to the Palma Vista Property to
4 “Pastor Ernest C. Aldridge, a Corporate Sole,” (“Aldridge”) is void *ab initio*, invalid, of no
5 force and effect, and is hereby expunged from the public record.

6 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Grant,
7 Bargain, Sale Deed recorded in the Official Records of Clark County, Nevada on September 25,
8 2015, as Instrument No. 201512080003905 that purported to convey title to the Palma Vista
9 Property to CS4U is void *ab initio*, invalid, of no force and effect, and is hereby expunged from
10 the public record.

11 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to the Palma
12 Vista Property is quieted in the name of Federal National Mortgage Association.

13 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Fannie Mae, not
14 CS4U, is the current and true owner of real property commonly known as 5654 Thunder Spirit
15 Street, Las Vegas, Nevada 89148 (“Thunder Spirit Property”), which is legally described as:

16 LOT 6 OF RUSSELL/GRAND CANYON, AS SHOWN BY MAP THEREOF
17 ON FILE IN BOOK 118 OF PLATES, PAGE 85 IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Quitclaim
19 Deed recorded in the Official Records of Clark County, Nevada on September 8, 2015, as
20 Instrument 201509080002087 that purported to convey title to the Thunder Spirit Property to
21 Aldridge is void *ab initio*, invalid, of no force and effect, and is hereby expunged from the public
22 record.

23 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Grant,
24 Bargain, Sale Deed recorded in the Official Records of Clark County, Nevada on September 18,
25 2015, as Instrument No. 201509180001381, which that purported to convey title to the Thunder
26 Spirit Property to CS4U is void *ab initio*, invalid, of no force and effect, and is hereby expunged
27 from the public record.

28

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that title to the Thunder Spirit Property is quieted in the name of Federal National Mortgage Association.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Fannie Mae is not seeking monetary judgment against CS4U.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment is entered in favor of Fannie Mae and against CS4U with respect to the First and Third Causes of Action (declaratory relief and quiet title respectively) asserted against CS4U in the First Amended Complaint (ECF No. 41) as limited by the Stipulations and this Order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the remaining causes of action asserted by Fannie Mae against CS4U in the First Amended Complaint (ECF No. 41) are dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that that Fannie Mae and CS4U shall bear their own fees and costs as against each other.

IT IS SO ORDERED.

James C. Mahan
UNITED STATES DISTRICT JUDGE

DATED: August 4, 2017